

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: JONES et al.

Application Serial No.: 10/707,491

Filing Date: December 17, 2003

For: METHOD AND APPARATUS FOR
CONDUCTING HYBRID
TRANSACTIONS

) Confirmation No.: 1490

) Group Art Unit: 3692

) Examiner: Chencinski, Siegfried E.

) **REPLY BRIEF**

) Attorney Docket No.: G08.069

) **PTO Customer Number 28062**
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Mail Stop Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This paper is submitted in response to the Examiner's Answer herein, mailed
October 1, 2007.

Appellant generally stands on the arguments contained in the Appeal Brief. Appellant acknowledges the Examiner's Response to Arguments, section (10), of the Examiner's Answer. However, Appellant refutes certain aspects of the Examiner's Response to Arguments, section (10), of the Examiner's Answer, with respect to the characterization of Appellant's arguments.

Responding to statements regarding "Argument A", Appellant submits that the statement by the Office Action stating, "[B]onds, convertible bonds and every other financial security is, among other things, a contract" does more than give the words of the claim their plain meaning. Appellant respectfully submits that the plain meaning of the terms bonds, convertible bonds, and every other type of financial security does not suggest, imply, or inherently encompass or include a "contract". That is, instead of interpreting the claim language based on the plain meaning of the claim terms or even within the framework of the claims, the Final Office Action impermissibly expands the meaning of the terms beyond that which they are ordinarily understood to mean.

The Examiner notes his educational background, a master's degree in finance, in interpreting the meaning of the claims. Appellant acknowledges and respects the level of dedication and commitment necessary to achieve such a high level of education. However, Appellant cannot ignore that fact the broad interpretation of a "contract" necessarily draws on other areas of expertise and meaning not limited to finance. For example, the term contract has significant ordinary meaning in everyday life and the law that does not include any type of security. This point is emphasized to reiterate that the Final Office Action rejection goes far beyond than merely giving the terms of the claim their ordinary meaning.

Furthermore, regarding the alleged disclosure of the claimed "unit" Appellant argues that the Final Office Action relies on the same disclosure in Bierle to disclose the two distinct aspects of the claimed unit. For example, the Final Office Action relies upon Bierle for disclosing both aspects of the claimed unit (e.g., a forwarding contract and a

note) while Bierle only discloses a debt instrument (e.g., a bond) as opposed to the claimed unit including both the claimed forward contract and the claimed note.

Additionally, Appellant argues that the cited and relied upon references do not disclose or suggest a unit as claimed by Appellant. That is, Appellant does not argue the definition of a unit as cited and relied upon by Barron's is incorrect but instead maintains that the combination of Bierle and Barron's definition does not disclose or suggest the claimed unit including the constituent parts as claimed by Appellant. (p. 10, para. 4 – p. 11)

Responding to statements regarding "Argument B", Appellant relies on the arguments of record.

CONCLUSION

Applicants respectfully suggest that rejections of claims 1 – 33 are improper and request that the rejections be reversed. The Honorable Board is respectfully urged to reverse the pending rejections.

Respectfully submitted,

November 30, 2007

Date

/Randolph P. Calhoun/

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